

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Antonio Crisantos, and Antonio Crisantos)
Jr., individually and on behalf of other)
employees similarly situated,)

Plaintiffs,)

v.)

The Art of Pizza, Inc. and Arthur Shabez,)
individually,)

Defendants.)

CASE NO. 16-cv-10406
Judge Charles P. Kocoras
Magistrate Judge Sidney I. Schenkier

**JOINT MOTION FOR COURT
APPROVAL OF SETTLEMENT AND DISMISSAL OF COMPLAINT**

NOW COMES Defendants, The Art of Pizza, Inc. and Arthur Shabez (hereinafter referred to as “Defendants”) and Plaintiffs Antonio Crisantos and Antonio Crisantos Jr. (hereinafter referred to as “Plaintiffs”) (collectively “the Parties”), by and through their respective attorneys, and jointly move for the Court to approve the settlement entered between the Parties. In support of the motion, the Parties state as follows:

1. Plaintiffs filed a Complaint against Defendants alleging violations of the Fair Labor Standards Act (“FLSA”), Illinois Minimum Wage Law (“IMWL”), and Illinois Wage Payment and Collections Act (“IWPCA”) arising out of their former employment with The Art of Pizza, Inc.

2. Following negotiations between counsel for Defendants and counsel for Plaintiffs, the Parties have reached a mutually satisfactory settlement.

3. When an employee asserts a claim against his employer or former employer for wages under the FLSA, IMWL, or IWPCA, any settlement of that claim requires a court to review

the settlement for fairness. *Walton v. United Consumers Club, Inc.*, 786 F.2d 303, 306 (7th Cir. 1986) (FLSA); *Lewis v. Giordano's Enterprises, Inc.*, 921 N.E.2d 740, 751 (1st Dist. 2009) (IMWL and IWPCA).

4. Attached hereto as Exhibit A is the Settlement Agreement and General Release entered into between Defendants and Plaintiffs.

5. The Parties request the Court approve the Settlement Agreement because it is a fair and reasonable resolution of bona fide disputes over wages under the FLSA, IMWL, and IWPCA.

6. Upon approval of the Settlement Agreement, the Parties further request the dismissal of this suit, without prejudice, that will become with prejudice 21 days thereafter and after the required payments have been made, with each party to bear its or his or her own costs and attorneys' fees, except as otherwise agreed.

WHEREFORE, for the foregoing reasons, Plaintiffs and Defendants respectfully request that this Court enter an Order approving the Settlement Agreement as a fair and reasonable resolution of bona fide disputes under the FLSA, IMWL, and IWPCA and dismiss this suit as set forth above and with each party to bear their own costs and attorneys' fees, except as otherwise agreed.

Dated: May 8, 2017

By: /s/ Valentin Narvaez
One of Plaintiffs' Attorneys

By: /s/ Alison B. Crane
One of Defendants' Attorneys

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CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that on May 8, 2017, she caused a true and correct copy of the foregoing **JOINT MOTION FOR COURT APPROVAL OF SETTLEMENT AND DISMISSAL OF COMPLAINT** to be filed with the Court by electronic filing protocols, and that same will therefore be electronically served upon all attorneys of record registered with the Court's ECF/CM system, including:

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/s/ Alison B. Crane